

EXHIBIT 62



DannLaw
15000 Madison Ave
Lakewood, OH 44107
(877) 475-8100

CLASS ACTION RETAINER AGREEMENT

1. **PARTIES.** This Retainer Agreement is between Joseph & Carmen Wolf whose address is 3220 92nd Street, Apt. D211, East Elmhurst, NY 11369, (hereinafter "Client"), and DannLaw whose address is 1520 US Highway 130, Suite 101, North Brunswick, NJ 08902 (hereinafter "Law Firms") and and The Law Office of Jonathan Rudnick, LLC whose address is 788 Shrewsbury Ave., #204, Tinton Falls, NJ 77724.

2. **CLAIMS.** You are retaining the above Law Firms to represent you in a lawsuit against *DOLLAR GENERAL* and others that further investigation may reveal ("the Defendant") raising potential claims under NY GBL 349 and other claims that further investigation may reveal. Any lawsuit that is contemplated by this Agreement will be referred to as "the Action." The Law Firms has advised you that after further review and investigation that a class action lawsuit or lawsuits may be filed in this matter against one or more of the potential defendants and for some or all claims. In addition, the Law Firms has advised you that they may be retained by others who may be named in the Action as co-plaintiffs with you.

The Client agrees to be a representative plaintiff in a class action lawsuit.

The Law Firms agrees to represent the Client in the Action, through judgment in the trial court and/or through resolution by settlement prior to judgment. It is contemplated that the Action may be filed and prosecuted on behalf of a class of persons who are similarly situated to the Client. The Client understands and agrees that he may have certain duties and responsibilities as a class representative and acknowledges receipt of a separate document explaining your rights and responsibilities as a class representative.

3. **LEGAL SERVICES.** The legal work includes the filing of any court papers, court appearances, investigation, preparation and drafting of pleadings and other legal documents, trial preparation or related work necessary to properly represent you and the class in the litigation or negotiation of a settlement of this matter.

The Law Firms may affiliate with other Law Firms to properly pursue this matter on behalf of you and other class members. You agree that other Law Firms may affiliate in this action so long as they agree to be bound by the terms of this agreement.

4. **APPEAL.** The Law Firms are not required to appeal on your behalf or defend an appeal taken by the other party. If the Law Firms represents you in an appeal, the Law Firms may request an additional fee from the Court for this work.

5. **LEGAL FEES.** The Law Firms and Client agree that, except as provided in Paragraph 9 below, attorneys' fees will be contingent upon a successful outcome in this matter. This means that the Law Firms will not receive payment of any attorneys' fees unless the case is resolved in your favor either through litigation or a settlement.

A. If the Action resolves as a Class Action, you understand that payment of attorneys' fees may be accomplished either through (1) a fee-shifting statute such as the New Jersey Consumer Fraud Act, Truth-in-Consumer Contract Warranty and Notice Act or the Federal Fair Debt Collection Practices Act which require the defendant(s) to pay your attorneys' fees in addition to your recovery and the class' recovery if you prevail; or (2) a common fund under which the Law Firm's attorneys' fees will be paid out of and as a percent of the settlement fund. In either event, the Law Firms will apply for the maximum fees available and permitted by law. Payment of Attorneys' fees and costs in a class Action must also be approved by the Court. If this matter settles as class action the Law Firms will not negotiate fees until after a settlement is reached in principle as to the class.

The Law Firms cannot predict or guarantee what the final bill will be or what the total fees and expenses will be. This will depend upon the amount of time spent on the Action, the outcome of the Action, the amount of any judgment and/or settlement, the amount of any award for attorneys' fees and the amount of other expenses.

You understand that because the individual damages you are legally entitled to may be minimal, the Law Firms can handle this case only because it may recover fees either under a fee-shifting statute or a common fund. You have been advised that attorneys' fees and costs will likely far exceed your individual recovery or the recovery of any individual class member.

B. If this matter is resolved other than as a class action either because a class action is not certified or for some other reason, the ultimate fee that the Law Firms shall receive will be the amount awarded by the court, or the amount received via a settlement, if

there is no court award. Any amount of fees will be based on the Firm's lodestar and may include a fee enhancement pursuant to applicable law. Lodestar is the time spent multiplied by the then current hourly rates. The current hourly rates are set forth below. The Client further agrees that, in any non-class action resolution, attorneys' fees are to be paid directly to the Law Firms pursuant to the provisions of this paragraph and below whether or not the resolution (settlement agreement or court order) specifically designates a portion of the resolution as attorneys' fees. The Client further understands that the Law Firms may negotiate attorneys' fees and cost separate from negotiations on behalf of the Client.

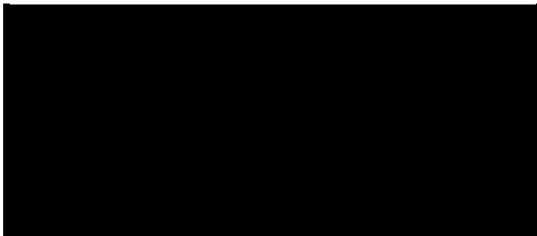
Under relevant law, Client has a legal claim that requires Defendant to pay Client's fees if Client prevails in their case. Client hereby assigns this claim to attorneys' fees to the Law Firms. Pursuant to this assignment, Defendants – and not Client – will pay the Law Firms any and all fees for The Law Firm's services as awarded by the court or other relevant adjudicating body, or as agreed upon by the parties through settlement. Such amount will constitute the only fees to which the Law Firms is entitled; and Client will owe no debt to the Law Firms for legal services. It is agreed that any settlement of this matter includes attorneys' fees calculated pursuant to the provisions herein and are to be paid directly to the Law Firms whether or not the settlement agreement specifically designates a portion of the settlement as attorneys' fees.

Depending on the outcome of Client's case, Defendant may pay such attorneys' fees in one of two ways:

- a. If the court or other relevant adjudicating body orders Defendant to pay a specified amount of attorneys' fees, such amount will constitute payment under the legal claim that has been assigned to the Law Firms.
- b. If Client reaches a settlement with Defendant, a portion of such settlement will constitute payment under the legal claim that has been assigned to the Law Firms. This portion shall equal the fair market value of Attorneys' services.

C. The Law Firm's rates for legal services are currently as follows, which are subject to change:

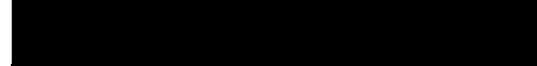
Rate Per Hour Dannlaw



Privileged - Confidential

The Client understands that the Law Firm will work with The Law Office of Jonathan Rudnick LLC which will be associated as co-counsel for this matter. The Law Office of Jonathan Rudnick's rates for legal services are currently as follows, but are subject to change:

Rate Per Hour The Law Office of Jonathan Rudnick LLC



Privileged - Confidential

We will record and calculate the time spent for all services rendered in increments of one tenth of an hour (1/10). This includes telephone calls (minimum charge of .1 hours), preparing and reviewing letters, documents or other correspondence (minimum charge of .3 hours), travel time to and from meetings and the Court, legal research, preparation of pleadings and other related documents, negotiations and any other service relating to this matter.

The Law Firms may associate with additional co-counsel, if needed to work on this matter. The rates of fees and expenses of other Firms may exceed the rates disclosed above. Any other attorney or Law Firms who works on this matter will be obligated under this agreement.

D. The Client understands that the Law Firms are not a tax advisors and have not and will not give any advice as to the tax consequences of any recovery in this matter. The Law Firms recommends that the Client seeks the advice of an accountant or other tax professional for this purpose.

6. **COSTS AND EXPENSES, AND ORDER OF RECOVERY.** The Law Firms shall record and calculate costs and

expenses incurred in this matter. These costs include, but are not limited to the following:

Experts' fees, accountants' fees, appraisers' fees, court costs, filing fees, service fees, investigator fees, deposition costs, travel and parking costs, messenger services, photocopy charges @ \$.10 per page, telefaxing @ \$.25 per page, telephone toll calls, postage and any other necessary expenses in this matter.

The Law Firms agrees to advance all costs (other than arbitration fees – see paragraph 10 regarding arbitration) in this case. In the event of a recovery, Client agrees that the Law Firms will be reimbursed for said costs and expenses out of Client's share of the recovery unless costs are awarded by the court or Defendant agrees to pay those costs in a settlement.

Any recovery in Client's case, either by judgment or settlement will be disbursed as follows; a. first, attorneys will be reimbursed for all costs and expenses incurred, paid, or payable in the case on Client's behalf; b. second, attorneys' fees will be paid to the Law Firms; and c. any remaining funds will be paid to the Client.

7. CLIENT'S OBLIGATIONS. You must fully cooperate with the Law Firms and provide all information relevant to the issues involved in this matter. You must also provide all documents and attend depositions and a trial if and when required. If a class action is filed and certified you agree not to dismiss the case without recovery by the class. If you do not comply with these requirements or if we determine that continuing service to you would be unethical, impractical, improper or otherwise undesirable, the Law Firms has the right within the guidelines set by the Rules of Professional Conduct to withdraw from representing you upon written notice. The Law Firms will also withdraw upon your written request.

8. NO GUARANTEE OF RESULTS. The Law Firms agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions, which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

9. TERMINATION OF AGREEMENT. If you decide to terminate this agreement or if you breach this agreement, you agree that the Firms will be paid all fees and costs that have been incurred by the Firms in this matter up to the date of termination as set forth in paragraph # 5 above. Costs shall be actual costs billed to the file as set forth above in paragraph # 6. If the matter is successful via litigation or settlement either before or after you terminate this agreement you will still be responsible to pay attorneys' fees and costs as set forth herein above. If the Law Firms are required to file suit or any papers in court to recover fees and or costs, you agree to that the Law Firm's reasonable fees and costs associated therewith whether the Firms is represented by outside counsel or represents itself are recoverable as well.

10. ARBITRATION. The Law Firms are not required to arbitrate any claim on your behalf whether or not you choose to initiate arbitration or to defend an arbitration initiated by another party. If the Law Firms represents you in any arbitration the Law Firms may request that you advance any fees and costs that Client is required by the arbitrator to pay.

11. Pursuant to New Jersey law (N.J.S.A. 2A:17-56.23b) the Law Firms are required to perform a Child Support Judgment Search prior to releasing any funds received on behalf of a Client via settlement or judgment. If the search reveals that a child support judgment exists then that judgment must be satisfied out of the "Net Proceeds" before any funds can be released to the Client. The statute defines "Net Proceeds" as any amount of money, in excess of \$2,000, payable to the prevailing party or beneficiary after attorney fees, witness fees, court costs, fees for health care providers, etc. The statute also provides that the cost of the judgment search (approximately \$10 per person) is chargeable against the net proceeds as a cost of the settlement. This Law Firms will comply with the requirements of this statute.

12. CO-COUNSEL DISCLOSURE (IF APPLICABLE). Attorneys and Client agree that pursuant to the terms of the fee agreement, the undersigned attorney(s) ("Co-Counsel") has been retained as co-counsel in this matter. DannLaw and Co-Counsels assume joint responsibility in this case. Division of attorneys' fees shall be based on the following formula:


You and the Law Firms have read and agree to this Agreement. The Law Firms have answered all of your questions and have fully explained this Agreement to your complete satisfaction. You have been given a complete copy of this agreement.

DATE: September 19, 2022

/s/ Javier L. Merino

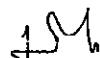
Dannlaw

DATE: 09 / 20 / 2022



Joseph & Carmen Wolf

Date: 09 / 20 / 2022

BY: 

Jonathan Rudnick